

**CITIGROUP GLOBAL MARKETS INC.**

388 Greenwich Street  
New York, New York 10013

**ITAÚ CORPBANCA COLOMBIA S.A.**

Calle 100 # 7-33  
Torre 1 Piso 20  
Bogotá, Colombia

**ITAÚ CORPBANCA NEW YORK  
BRANCH**

885 Third Avenue  
33rd Floor  
New York, New York 10022

**ITAÚ UNIBANCO S.A. – NASSAU  
BRANCH**

31B, Annex Building – 2nd Floor  
East Bay Street  
P-O Box N-3930  
Nassau, Bahamas

**CONFIDENTIAL**

November 15, 2019

GeoPark Colombia S.A.S. (the “*Borrower*” or “*you*”)  
Calle 94 No. 11-30, 8th Floor  
Bogotá D.C.  
Colombia

Project Atherton  
Interim Facility Fee Letter

Ladies and Gentlemen:

Reference is made to the commitment letter dated the date hereof, including the exhibits and other attachments thereto (the “*Commitment Letter*”) among Citigroup Global Markets Inc. (“*CGMI*”), Itaú Corpbanca Colombia S.A. (“*Itaú Colombia*”), Itaú Corpbanca New York Branch (“*Itaú New York*”), Itaú Unibanco, S.A. – Nassau Branch (“*Itaú Nassau*”, together with Itaú Colombia and Itaú New York, “*Itaú*” and together with CGMI and any other initial lender or bookrunner that becomes a party hereto after the date hereof, “*we*”, “*us*” or the “*Commitment Parties*”) and you regarding the Transactions described therein. Capitalized terms used but not defined in this letter agreement shall have the meanings assigned thereto in the Commitment Letter. This letter agreement is the Interim Facility Fee Letter referred to in the Commitment Letter.

As consideration for our commitments to provide the Interim Facility and our services in structuring and arranging the Interim Facility, in each case under the Commitment Letter, you agree to pay (or cause to be paid) to the Initial Lenders, each for its own account, if and to the extent that any Interim Loans are funded on the closing date of the Interim Facility (the “*Interim Facility Closing Date*”) or any subsequent date (each, a “*Funding Date*”), a takedown fee (the “*Interim Facility Takedown Fee*”) in an amount equal to 0.50% of the principal amount of the Interim Loans funded by us on such Funding Date, which fee shall be allocated among the Initial Lenders based on their respective percentage shares of such aggregate amount of such commitments in respect of the Interim Facility on the date hereof, and will be due and payable upon the making of any Interim Loans.

If Interim Facility Loans are funded and remain outstanding on the following dates, a duration fee (the “**Interim Facility Duration Fee**”) equal to (i) 0.25% of the principal amount of the Interim Facility Loans outstanding on the day following the six month anniversary of the Commitment Date, earned, due and payable on such date and (ii) 0.50% of the principal amount of the Interim Facility Loans outstanding on the day following the nine month anniversary of the Commitment Date, earned, due and payable on such date.

In connection with the syndication of the Interim Facility, we may, in our discretion, allocate to other Lenders portions of any fees payable to us in connection therewith.

### General Payment Provisions

You agree that, once paid, the fees or any part thereof payable hereunder and under the Commitment Letter will not be refundable under any circumstances except as set forth in the Bridge Facility Fee Letter or as otherwise agreed in writing. All fees payable hereunder and under the Commitment Letter will be paid in immediately available funds and shall be in addition to any reimbursement of our reasonable, documented and invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Commitment Letter. All amounts payable under this Interim Facility Fee Letter will be made in U.S. Dollars; provided, however, that upon the imposition of any exchange control or similar regulations in Colombia prohibiting or limiting the Borrower’s access to the foreign exchange market or the remittance of U.S. Dollars outside Colombia, then the Borrower agrees to, at the sole option of each Initial Lender, pay the fees and other amounts payable under this Interim Facility Fee Letter in Colombian pesos. If payment is to be made in Colombian pesos, then the corresponding currency conversion should be made subject to the applicable Exchange Rate as of the date that is one (1) business day prior to the relevant payment date. For purposes of this Fee Letter, Exchange Rate shall mean, as of any date, the official exchange rate in Colombia (*tasa de cambio representativa del mercado*) used to determine the amount of Pesos equivalent to one U.S. Dollar, as calculated daily and certified by the Colombian Superintendence of Finance (*Superintendencia Financiera de Colombia*), and published at [www.superfinanciera.gov.co](http://www.superfinanciera.gov.co) (or any successor website) (the “**Exchange Rate**”). All amounts payable, in any case, shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter.

All amounts payable by you (or which you may cause to be paid) or payable by the relevant issuer under this letter, shall be paid without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, or charges (a “**Tax Deduction**”) unless such Tax Deduction is required by applicable law, in which event you will pay (or cause to be paid), or the relevant issuer shall pay, additional amounts so that each Commitment Party receives the amount that it would otherwise have received but for such Tax Deduction, subject to the relevant Commitment Party providing, on a timely basis, such tax forms or certificates (including tax residence certificates issued by a relevant taxing authorities for purposes of the applicability of a double taxation treaty) requested by you as it may lawfully provide and as may be required for a Tax Deduction not to apply. You and the relevant issuer agree to indemnify each Commitment Party for the full amount of any such Tax Deduction and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto in case you (or the person you caused to make the payment) or the relevant issuer fails to apply such Tax Deduction, whether or not such Tax Deduction was correctly or legally asserted. If any Tax

Deduction is applicable, the Borrower will provide each Joint Lead Arranger, as applicable, with an original or authenticated copy of the applicable tax receipt. If you pay any additional or indemnity amount to a Commitment Party under the preceding provisions of this paragraph and the Commitment Party determines (acting reasonably and in good faith) that it (or one of its Affiliates) has obtained and utilised a Tax Credit attributable to that additional or indemnity amount, then, clause 11.3 (*Tax Credit*) of the Interim Facility Agreement shall apply with the necessary modifications in respect of that Tax Credit. Capitalized terms that are not defined in this paragraph shall have the meanings given to them in the Interim Facility Agreement.

All amounts payable to any Commitment Party under the Commitment Documents are stated exclusive of value added tax or any similar taxes (“*VAT*”) and all amounts charged by any Commitment Party will be invoiced and payable together with VAT, where appropriate. Where a Commitment Document requires you to reimburse or indemnify a Commitment Party for any costs or expenses, you shall reimburse or indemnify (as the case may be) the Commitment Party against any VAT incurred by the Commitment Party in respect of the costs or expenses, to the extent that the Commitment Party reasonably determines that neither it nor any group of which it is a member for VAT purposes is entitled to credit or receive repayment in respect of the VAT from the relevant tax authority.

#### Miscellaneous

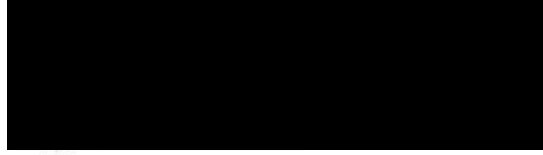
It is understood and agreed that this Interim Facility Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Commitment Letter if accepted in accordance with its terms. This Interim Facility Fee Letter may not be amended or waived except by an instrument in writing signed by us and you. This Interim Facility Fee Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (such consent not to be unreasonably withheld, conditioned or delayed), and any attempted assignment without such consent shall be null and void. THIS INTERIM FACILITY FEE LETTER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This Interim Facility Fee Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Interim Facility Fee Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Interim Facility Fee Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof.

You agree that this Interim Facility Fee Letter and its contents are subject to the confidentiality provisions of the Commitment Letter and that such provisions survive the expiration or termination of the Commitment Letter (including any extensions thereof) and the funding of the Facilities.

[Remainder of this page intentionally left blank.]

Very truly yours,

**CITIGROUP GLOBAL MARKETS INC.**



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Name: Adrian Guzzoni  
Title: Managing Director

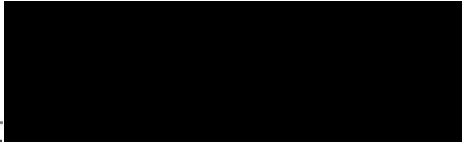
ITAÚ  
Colombia S.A.  
V.o. Bo. V  
Secretaría  
Jurídica

ITAÚ CORPBANCA COLOMBIA S.A.



By: \_\_\_\_\_  
Name: Dolly Murcia /  
Title: Legal V.P.

**ITAÚ CORPBANCA NEW YORK BRANCH**



By: \_\_\_\_\_

Name: Joaquín Rojas

Title: General Manager

A blue handwritten signature that starts under the name and extends across the title.

**ITAÚ CORPBANCA NEW YORK BRANCH**



By: \_\_\_\_\_

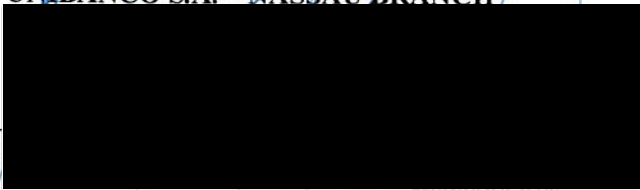
Name: Felipe Valdes

Title: CFO

A blue handwritten signature that starts under the name and extends across the title.

ITAÚ UNIBANCO S.A. – NASSAU BRANCH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



PAULA M. ESPINDOLA  
AUTHORIZED SIGNATURE

Accepted and agreed to as of  
the date first above written:

**GEOPARK COLOMBIA S.A.S.**



By: \_\_\_\_\_  
Name: Pedro E. Aylwin Chiorrini  
Title: Legal Representative